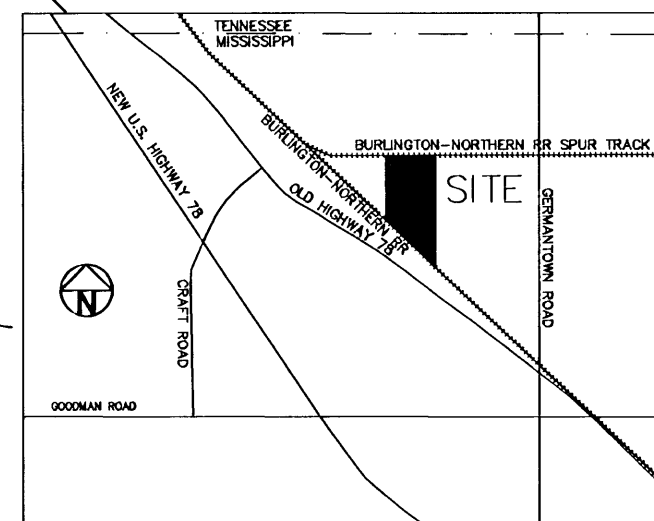
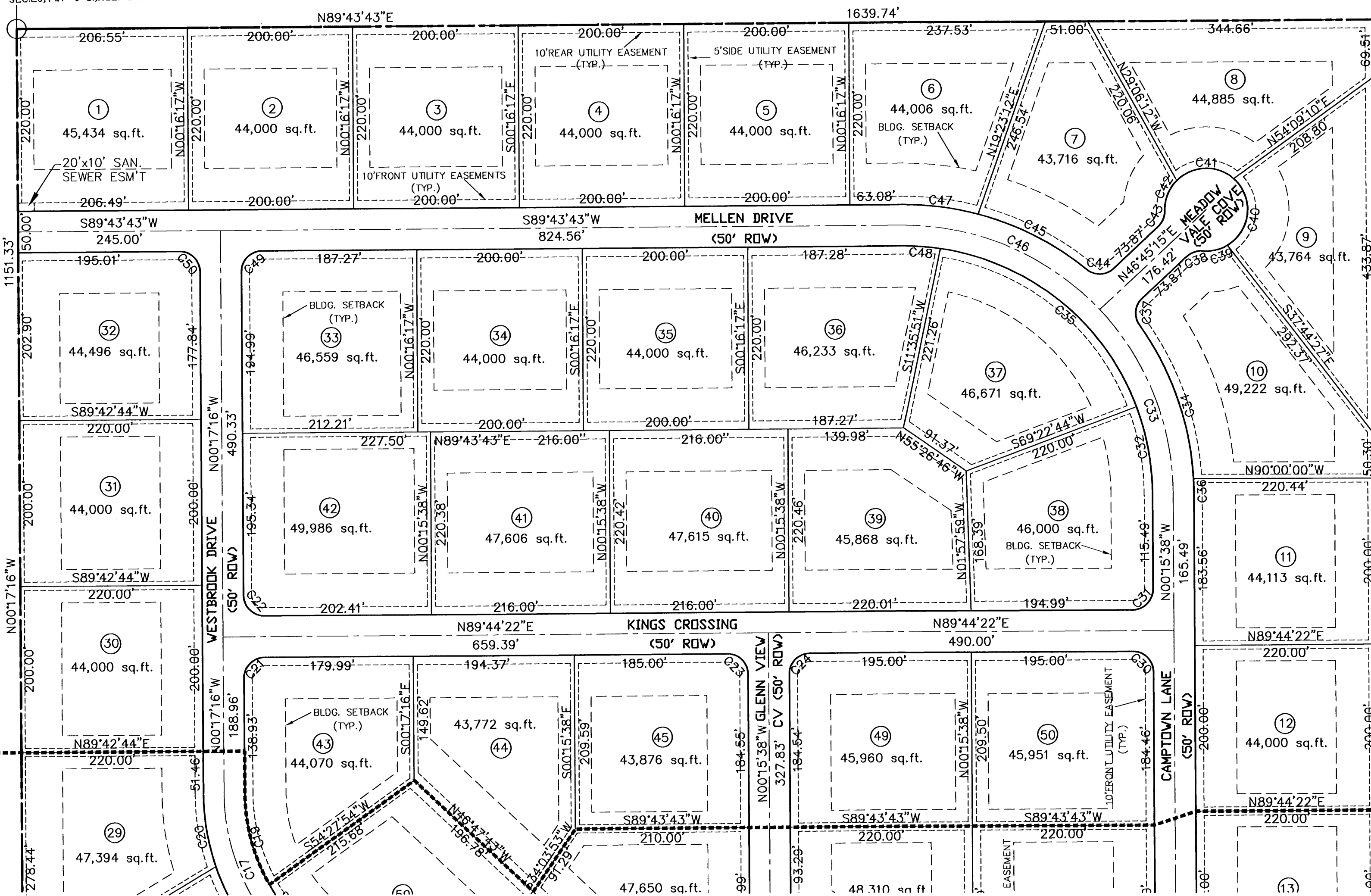


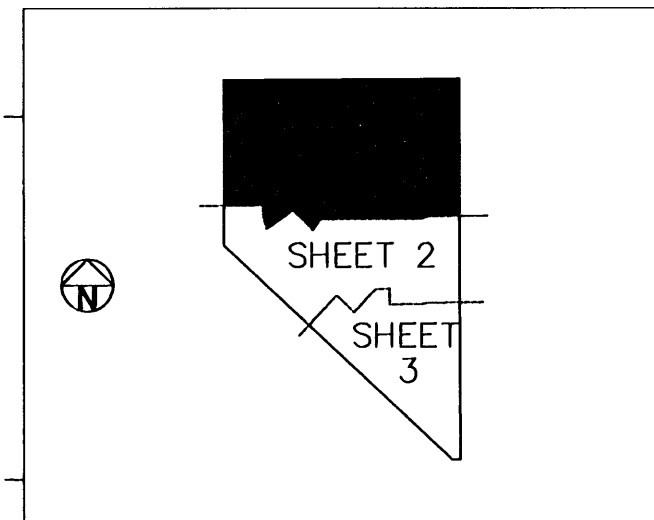
HUNTERS RUN
SUBDIVISION
ZONED AR

N.E. CORNER OF THE S.E. 1/4 OF
SEC.20,TWP 1 S.,RGE. 6W.

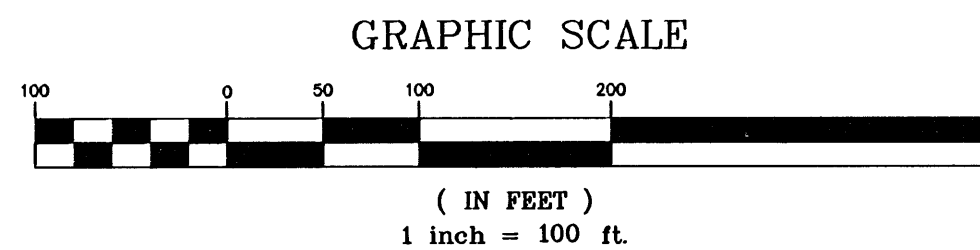
Burlington - Northern R.R.
(120.00' R.O.W.)



SITE LOCATION MAP n.t.s.



KEY MAP n.t.s.



MATCHLINE
SEE SHEET
2 OF 4

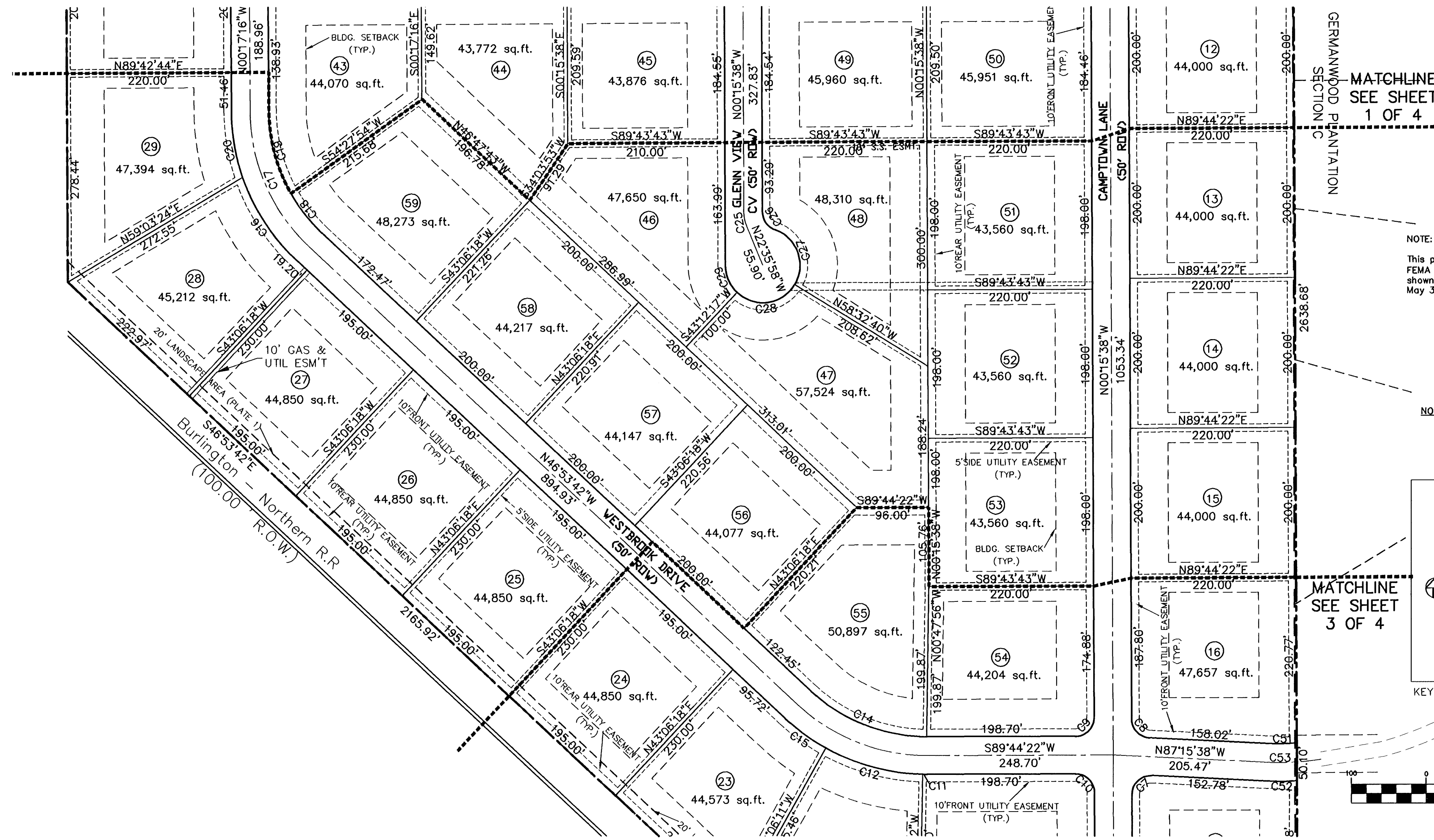
FINAL PLAT GERMANWOOD STATION SUBDIVISION OLIVE BRANCH, MISSISSIPPI FEBRUARY 2001

TOTAL AREA: 3,153,476 Sq. Ft./72.394 ACRES
FEMA PANEL NO. 28033C0065 / ELEV. N/A
SECTION 21 TOWNSHIP 1 SOUTH RANGE 6 WEST

DEVELOPER:
BELZ INVESTCO, GP
100 PEABODY PLACE
MEMPHIS, TN 38103



FISHER & ARNOLD, INC.
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
ENVIRONMENTAL CONSULTANTS
3205 PLAYERS CLUB PARKWAY
MEMPHIS, TENNESSEE 38125
901-748-1811 FAX 901-748-3113

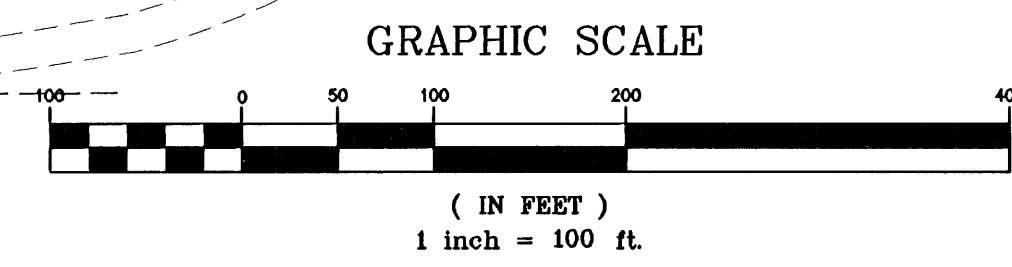
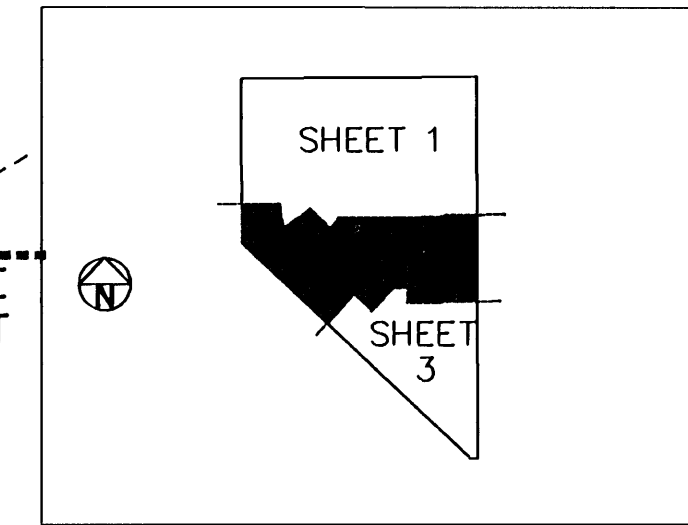


NOTE:
This property does not lie within the limits of a
FEMA / FIRM identified special flood hazard area as
shown on Community Panel 280286 0065 D, dated
May 3, 1990.

PLAN DATA

TOTAL AREA	72.39 ACRES
TOTAL LOTS	59 LOTS
DENSITY	1.2 DU/AC
MINIMUM LOT SIZE	1 ACRE
FRONT YARD SETBACK	50 FEET
REAR YARD SETBACK	50 FEET
SIDE YARD SETBACK	20 FEET

NOTE: LOTS IN THIS SUBDIVISION MAY NOT BE
RE-SUBDIVIDED AT ANY TIME IN THE FUTURE.



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**GERMANWOOD
STATION
SUBDIVISION**
OLIVE BRANCH, MISSISSIPPI
FEBRUARY 2001

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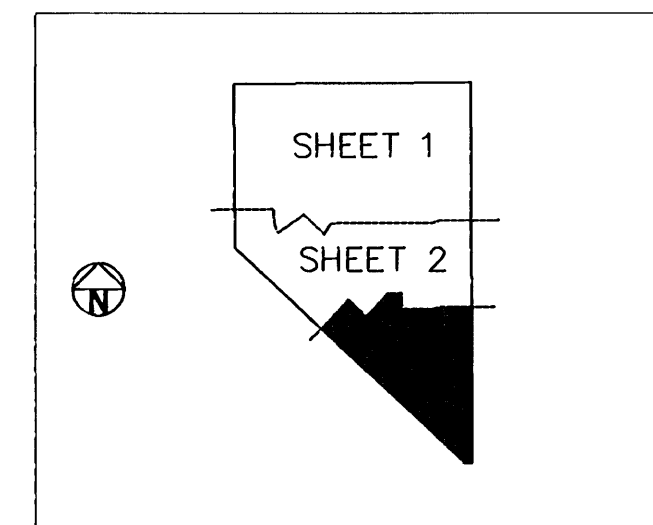
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44

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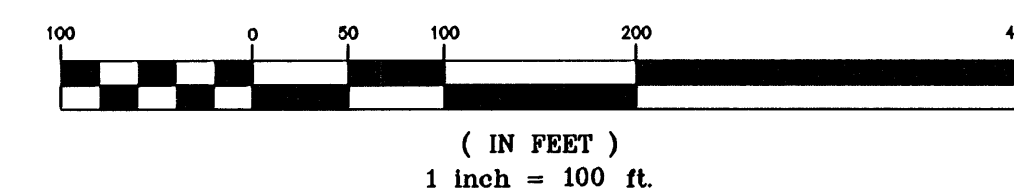


KEY MAP n.t.s.



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C2	21.06	25.00	11.20	20.44	S 24°23'23" E	48°15'32"
C3	88.61	50.00	61.24	77.46	N 02°15'06" E	101°32'28"
C4	82.11	50.00	53.71	73.19	S 79°55'53" E	94°05'36"
C5	70.46	50.00	42.51	64.78	S 07°29'15" W	80°44'42"
C6	21.00	25.00	11.16	20.38	N 23°47'59" E	48°07'14"
C7	40.58	25.00	26.34	36.27	S 46°14'22" W	93°00'00"
C8	37.96	25.00	23.72	34.42	S 43°45'38" E	87°00'00"
C9	39.27	25.00	25.00	35.36	N 44°44'22" E	90°00'00"
C10	39.27	25.00	25.00	35.36	N 45°15'38" W	90°00'00"
C11	5.66	275.00	2.83	5.86	S 89°40'13" E	110°49'
C12	135.27	275.00	69.03	133.91	S 74°59'19" E	28°10'59"
C13	189.22	250.00	99.40	184.73	S 68°34'40" E	43°21'58"
C14	170.30	225.00	89.46	166.26	S 68°34'40" E	43°21'58"
C15	67.20	275.00	33.77	67.04	S 53°53'46" E	14°00'07"
C16	134.11	275.00	68.42	132.79	S 32°55'26" E	27°56'31"
C17	203.36	250.00	107.69	197.80	S 23°35'29" E	46°36'26"
C18	67.82	225.00	34.17	67.56	S 38°15'38" E	17°16'09"
C19	115.21	225.00	58.90	113.96	S 14°57'24" E	29°20'17"
C20	89.59	275.00	45.19	89.19	S 09°37'13" E	18°39'55"
C21	39.28	25.00	25.01	35.36	S 44°43'33" W	90°01'38"
C22	39.28	25.00	24.99	35.35	S 45°16'27" E	89°58'22"
C23	39.27	25.00	25.00	35.36	N 45°15'38" W	90°00'00"
C24	39.27	25.00	25.00	35.36	S 44°44'22" W	90°00'00"
C25	19.49	50.00	9.87	19.37	S 11°25'48" E	22°20'21"
C26	30.77	25.00	17.68	28.87	S 35°31'29" E	70°31'44"
C27	89.23	50.00	62.02	77.85	N 19°40'01" W	102°14'41"
C28	88.79	50.00	61.47	77.58	N 82°19'48" E	101°44'58"
C29	40.61	50.00	21.50	39.50	S 23°31'40" E	46°32'05"
C30	39.27	25.00	25.00	35.36	N 45°15'38" W	90°00'00"
C31	39.27	25.00	25.00	35.36	N 44°44'22" E	90°00'00"
C32	106.61	300.00	53.87	108.05	N 10°26'27" W	20°21'38"
C33	243.83	325.00	127.97	238.15	N 21°45'11" W	42°59'07"
C34	198.33	350.00	101.91	195.68	N 19°21'01" W	32°28'00"
C35	319.00	300.00	176.45	304.19	N 51°05'01" W	60°55'32"
C36	17.45	350.00	8.73	17.45	N 01°41'19" W	2°51'23"
C37	35.93	25.00	21.86	32.91	S 05°35'07" W	82°20'18"
C38	21.03	25.00	11.18	20.41	S 70°50'57" W	48°11'23"
C39	31.06	50.00	16.05	30.56	N 77°08'53" E	35°36'31"
C40	94.00	50.00	68.46	80.76	N 05°29'37" E	107°43'01"
C41	75.78	50.00	47.30	68.72	S 88°13'36" W	86°49'02"
C42	40.36	50.00	21.35	39.28	S 21°41'29" W	46°15'13"
C43	21.03	25.00	11.18	20.41	N 22°39'34" E	48°11'23"
C44	35.93	25.00	21.86	32.91	N 87°55'23" E	82°20'18"
C45	147.87	350.00	75.06	146.78	N 63°00'42" W	24°12'26"
C46	266.74	325.00	141.40	259.32	N 66°45'31" W	47°01'33"
C47	32.68	350.00	46.58	92.32	N 82°41'36" W	15°09'23"
C48	45.68	300.00	22.89	45.64	N 85°54'32" W	24°33'30"
C49	39.28	25.00	25.01	35.36	S 44°43'13" W	90°00'59"
C50	39.28	25.00	24.99	35.35	N 45°16'47" W	89°59'01"
C51	38.52	325.00	19.28	38.50	S 89°20'37" W	08°47'30"
C52	41.14	375.00	20.59	41.12	S 89°35'49" W	06°17'08"
C53	72.10	350.00	36.18	71.97	S 86°50'18" W	11°48'09"

GRAPHIC SCALE

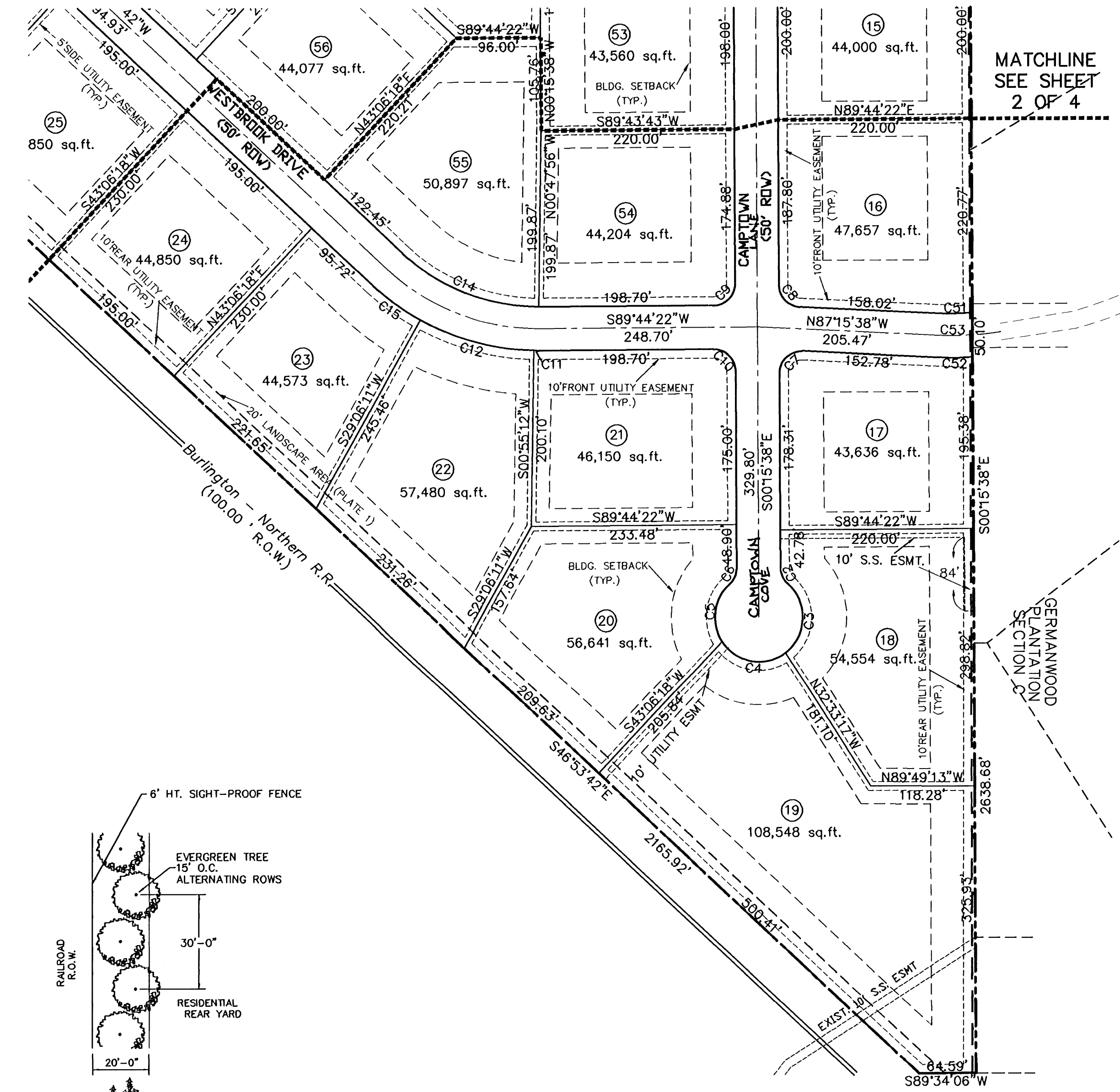


FINAL PLAT
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STATION**
SUBDIVISION
OLIVE BRANCH, MISSISSIPPI
FEBRUARY 2001

TOTAL AREA: 3,153,476 Sq. Ft./72.394 ACRES
FEMA PANEL NO. 28033C0065 / ELEV. N/A

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SECTION 21 TOWNSHIP 1 SOUTH RANGE 6 WEST
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3205 PLAYERS CLUB PARKWAY
MEMPHIS, TENNESSEE 38125
901-748-1811 FAX 901-748-3115



20' LANDSCAPE AREA (PLATE 1)
KLA

OWNER'S CERTIFICATE

I, BELZ INVESTCO, G.P. OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE CITY OF OLIVE BRANCH, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 21st DAY OF FEB. 2001

Ronald A. Belz
SIGNATURE OF PRESIDENT
Belz Investco, G.P.

NOTARY'S CERTIFICATE
STATE OF TENNESSEE, COUNTY OF SHELBY

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS 21st DAY OF FEBRUARY 2001 WITHIN MY JURISDICTION, THE WITHIN NAMED Ronald A. Belz WHO ACKNOWLEDGED THAT HE IS PRESIDENT OF Belz Investco, G.P. A TENNESSEE GENERAL PARTNERSHIP, AND THAT FOR AND ON BEHALF OF THE SAID G.P., AND AS ITS ACT AND DEED HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.

Carol S. Davis
NOTARY PUBLIC
MY COMMISSION EXPIRES June 1, 2002

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A CLASS 1 SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:100,000 OR GREATER; THAT THIS PLAT HAS BEEN PREPARED BY ME OR UNDER MY SUPERVISION AND CONFORMS WITH APPLICABLE STATE LAWS AND LOCAL ZONING ORDINANCES, SUBDIVISION REGULATIONS, AND THE SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT RELATING TO THE PHASE OF SURVEYING. BY Charles L. Lawrence

MISSISSIPPI CERTIFICATE # 1555

OLIVE BRANCH BOARD OF ALDERMEN

APPROVED BY THE CITY OF OLIVE BRANCH BY THE BOARD OF ALDERMEN ON 2nd DAY OF May 2000
Samuel P. Rife MAYOR
John C. Livingston CITY CLERK

OLIVE BRANCH PLANNING COMMISSION

APPROVED BY THE OLIVE BRANCH PLANNING COMMISSION ON THIS THE 11th DAY OF April 2000

SECRETARY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN, HEREON WAS FILED FOR RECORD IN MY OFFICE AT 9:50 O'CLOCK A P. M., ON THE 27th DAY OF April 2001 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 74 PAGE 44-47

W. E. Davis Chancery Clerk
GERMANWOOD STATION
RESTRICTIVE COVENANTS
By: Misty J. Huffer D.C.

Section 1. Residential Use. Lots 1 through 59 inclusive shall not be used except for private residential purposes.

Section 2. Minimum Home Size. The minimum finished and heated floor area of all residences in Germanwood Station, exclusive of porches and garages, shall be 2400 square feet;

Section 3. Setback Lines. Building setback lines shall be in accordance with the Final Plan and Conditions for Germanwood Station subdivision.

Section 4. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within Germanwood Station Subd. and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other buildings shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

(b) Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat attached hereto as Exhibit "B". Lots may not be re-subdivided in the future.

(c) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said Lots, upon such portion of the premises as Declarant deems necessary, such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage areas, construction yard, signs, model units and sales office.

(d) No animals, livestock or poultry to any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(e) No advertising signs (except one (1) of not more than five (5) square feet "for rent" or "for sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purposes which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboard or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the development and sales period of Lots in Germanwood Station.

(f) All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the private drives and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(g) With the exception of small diameter dishes (24" or less) no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property.

(h) No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets.

(i) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Developer, at its option and its discretion, may mow and have dead trees and debris removed from such lots and the Owner of such Lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

(j) No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Germanwood Station.

(k) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner(s) is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.

(l) Additional Deed Restrictions. Declarant reserves unto itself the right to impose additional and separate restrictions at the time of sale of any of the Lots sold by the Declarant which said restrictions may not be uniform, but may differ from Lot to Lot. Any deed restrictions imposed by the declarant at the time of sale may be only more restrictive than the originally recorded covenants.

(m) Fences, walls. All fences and walls are to be made of wood, brick or ornamental metal material. No fences or walls shall be erected nearer to a street than the building setback line.

(n) Gardening. Vegetable gardening will be allowed only in rear yards and must not be visible from the private street.

(o) Any changes to the restrictive covenants must be approved by the City Planning Commission.

(p) No disposal plant, cesspool, septic tank field, or privy shall be erected or maintained on any lot within the Germanwood Station Subdivision. All residence and service buildings within the subdivision shall have plumbing to be connected to the sanitary sewer provided by the Developer.

Section 5. Term. Covenants required herein shall be binding to all parties and to all persons claiming under them until December 31, 2050. At that time these covenants shall automatically be extended for successive periods of ten years unless a majority of the owners of the lots agree by vote to change said covenants in part or in whole.

Section 6. Architectural Control Review. No improvements or change on or of a Lot shall be made without written approval by Declarant, including, but not limited to, proposed improvements or change in construction, alteration, or erection of any structure, change in terrain, fence, driveway, landscape screening, mailbox, outdoor lighting fixtures, sanitary and/or storm sewer systems, underground wiring; swimming pool, pool deck, or the removal of existing tree or trees which are six (6) inches in caliper or larger when measured at a point two feet above ground. Declarant reserves the right to require the submission or design, material selection and layouts of proposed improvements or changes at different stages of the design process, and further reserves the right to specify information required as well as the format to be used.

Declarant shall be given a period of thirty (30) days, once plans, specifications, and specific location of the proposed improvement or change has been received by Declarant, to approve or disapprove a proposed improvement or change. If Declarant fails to take action on proposed improvement or change within this time period, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of Declarant shall cease on and after December 31, 2050. After this date, the approval described in this covenant shall be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by Declarant.

If any improvement or change requiring approval is undertaken on a lot without written approval from Declarant, or if any improvements or change which is found not to be in conformance with approved plans and specifications, said improvements or change shall be deemed to have been undertaken in violation of these covenants. Upon written notice from Declarant any such improvements or change deemed to be in violation shall be removed or brought into conformance with approved plans. The Owner(s) of the lot, any violation in question shall be given thirty (30) days to take reasonable steps toward correcting said violation once notice has been given. If after this time reasonable steps have not been taken by the Owner(s) to correct the improvement or change of said violation, Declarant shall have the right, through its agent, to enter said lot and take the required constructive action deemed necessary to correct said violation. All cost and expense thereof shall be a binding obligation of the Owner(s) as well as a lien on the lot in question upon the recording of such with the office of the Register of Deeds of Desoto County, Mississippi. Any lien so recorded shall be subordinate to the lien of any first mortgage.

Once Improvement or change has been executed in accordance to approved plans and specifications, the Owner(s) of such lot shall provide a written request to Declarant from which a certificate of compliance shall be issued to the Owner(s). This certificate shall be suitable for recording purposes. The Owner(s) of such lot. Any certificate of compliance issued in accordance with the provisions stated in this paragraph shall be conclusive evidence that all improvements and changes described therein comply with all requirements of Declaration.

7. Additional Restrictions. Declarant reserves the right to impose additional and separate restrictions upon any lots sold by Declarant at the time of sale. Such restrictions shall be contained in appropriate provisions within the deed without modifying the covenants and provisions contained herein. These restrictions apply to specific lot or lots for which they are intended and may not be uniform. The Additional restrictions shall be more restrictive than the originally recorded covenants.

8. Maintenance. Vegetation on each lot within the Germanwood Station Subdivision sold by Declarant shall be kept mowed and/or cleared at regular intervals by the Owner so as to maintain the same in a neat and attractive manner. Trees, shrubbery, and other vegetation which die shall be promptly removed from the lot by and at the expense of the Owner. Declarant reserves the right to maintain vegetation and remove dead growth upon a lot after the time of sale until a home or residence has been completed. Declarant shall be reimbursed by the Owner of said lot for the cost of such work if it has been determined that the Owner has not complied with the terms of this paragraph.

The maintenance of required drainage ditch or ditches shall be the responsibility of the Owner of the lot which said ditch or ditches may cross. If Declarant deems it necessary to maintain or clear debris from the said ditch to provide clear flow of drainage across the lot, the cost of such work shall be reimbursed to Declarant by the Owner if it has been determined that the Owner has not been complied with the terms of this paragraph.

9. Assignment by Declarant. Declarant reserves the right to assign any or all of its rights, privileges, or undertakings imposed by these restrictions to a representative, agent or committee appointed by the company. Neither Declarant, its representatives, agent or committee, nor any architect or engineer involved thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to plans and specifications.

10. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning real property in Germanwood Station Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violations.

11. Invalidity of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

FINAL PLAT
GERMANWOOD
STATION
SUBDIVISION
OLIVE BRANCH, MISSISSIPPI
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